

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES		
						1	13	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.								
1. DATE OF ORDER 03/17/2021		2. CONTRACT NO. (If any) 68HERC20D0016		6. SHIP TO:				
3. ORDER NO. 68HERC21F0163		4. REQUISITION/REFERENCE NO. PR-R5-20-00446		a. NAME OF CONSIGNEE CAD				
5. ISSUING OFFICE (Address correspondence to) CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001				b. STREET ADDRESS US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136				
				c. CITY Cincinnati		d. STATE OH	e. ZIP CODE 45268-0001	
7. TO: Andrew Parker				f. SHIP VIA				
a. NAME OF CONTRACTOR TETRA TECH, INC.				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				
b. COMPANY NAME								
c. STREET ADDRESS 10306 EATON PL STE 340				<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.				
d. CITY FAIRFAX		e. STATE VA	f. ZIP CODE 220302201					
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Region 5				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB						12. F.O.B. POINT		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple		16. DISCOUNT TERMS		
a. INSPECTION Destination		b. ACCEPTANCE Destination						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 198549560 TOCOR: Paul Thomas Continued ...							
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$288,953.04	17(h) TOTAL (Cont. pages) ▲
	21. MAIL INVOICE TO:							
	a. NAME		RTP Finance Center					
	b. STREET ADDRESS (or P.O. Box)		US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts				\$186,386.44	17(i) GRAND TOTAL ▲
	c. CITY		d. STATE	e. ZIP CODE				
Durham		NC	27711					
22. UNITED STATES OF AMERICA BY (Signature)					03/17/2021		23. NAME (Typed) Keith Pfeffer TITLE: CONTRACTING/ORDERING OFFICER	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/17/2021	CONTRACT NO. 68HERC20D0016	ORDER NO. 68HERC21F0163
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Admin Office: CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001 Period of Performance: 03/17/2021 to 12/31/2023 Ohio Urban Storm Water Monitoring Project Delivery: 12/31/2022 Accounting Info: 20-21-B-05P-000BD4-2505-2005PFX501-001 BFY: 20 EFY: 21 Fund: B Budget Org: 05P Program (PRC): 000BD4 Budget (BOC): 2505 DCN - Line ID: 2005PFX501-001 Funding Flag: Complete Funded: \$186,386.44				186,386.44	
0002	Ohio Urban Storm Water Monitoring Project Delivery: 12/31/2023				102,566.60	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$288,953.04

SECTION B - Supplies or Services/Prices

B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 0001 is non-severable and thus shall not be incrementally funded. For this item, the total firm-fixed-price of \$186,386.44 is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule: N/A – Line Item 0001 is fully funded.

SECTION F - Deliveries or Performance

F-1 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance for line item 0001 of this Task Order period shall be from AWARD through 12/31/2022, inclusive of all required reports.

SECTION G - Contract Administration Data

G-1 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Task Order-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Paul Thomas, 312-886-7742, thomas.paul@epa.gov (TOCOR)

Donna Keclik, 312-886-7677, keclik.donna@epa.gov (Alternate TOCOR)

Contracting Officials responsible for administering this contract are as follows:

Keith Pfeffer, 513-487-2034, pfeffer.keith@epa.gov (Contracting Officer)

Ernie Forrest, 513-569-7414, forrest.earnest@epa.gov (Contract Specialist)

Performance Work Statement (PWS)
Contractor: Tetra Tech
Contract # 68HERC20D0016
Task Order #68HERC21F0163

A. TITLE: Ohio Urban Storm Water Monitoring Project

B. PERIOD OF PERFORMANCE:

Base Period: Task Order Award through December 31, 2022

Option Period 1: January 1, 2023 – December 31, 2023 (if exercised)

TASK ORDER CONTRACT OFFICER REPRESENTATIVE (TOCOR):

Paul Thomas

U.S. EPA

Phone: 312-886-7742

E-mail: thomas.paul@epa.gov

ALTERNATE

TASK ORDER CONTRACT OFFICER REPRESENTATIVE (Alt-COR)

Donna Keclik

U.S. EPA

Phone 312-886-6766

E-mail: keclik.donna@epa.gov

C. BACKGROUND

Ohio has typically modeled urban storm water contribution for Total Maximum Daily Load (TMDL) projects very coarsely. To improve our load estimation and/or to allow model calibration for urban/suburban watersheds, Ohio proposes targeted water quality data collection and flow measurement on urban land uses. Urban storm water contributes pollutants (including nutrients) to impaired waterbodies. Sampling data collected under this Performance Work Statement (TASK ORDER) will help Ohio Environmental Protection Agency (Ohio EPA) with model calibration when developing TMDLs for impaired waters in urbanized watersheds throughout the state.

D. SCOPE of WORK

A successful outcome of the project will provide level 3 credible data on pollutant loadings from wet weather storm water discharges from a variety of developed landscapes over the course of at least 12 months up to 24 months of sampling.

The envisioned project team in coordination with Ohio EPA will:

- Map and characterize urban and suburban storm “sewersheds” by land use type and percent impervious surfaces

- Design, and fabricate/assemble storm water sampling apparatuses for selected outfalls
- Operate/maintain sampling apparatuses ensuring proper, consistent functioning
- See to the collection and analysis of storm water samples in a manner consistent with sampling protocols required for level 3 credible data

The study must follow the Ohio EPA's prescribed sample collection, handling and analysis protocols appropriate for the development of level 3 credible data. Sample analysis parameters are listed in this scope of work document and links to sampling procedures are provided.

Sampling under this project is expected to begin as soon as possible and continue through two year as funding allows.

E. TASKS FOR OHIO URBAN STORM WATER MONITORING PROJECT

TASK 1. Task Order Kick off Call

Within 10 days of the award of this task order, the contractor shall participate in a conference call with EPA and Ohio EPA to discuss the specifics of the task order and to ensure that all parties understand the objectives of the Quality Assurance Project Plan (QAPP), sample collection, and other tasks in the task order. All parties involved in this monitoring project will designate a conference call time once a month to share project progress with the monitoring project team. EPA may schedule additional conference calls as needed. The conference call shall occur and final QAPP signed to the full satisfaction of EPA and Ohio EPA before the contractor initiates any sampling efforts.

1.1 - Deliverables

During the kick-off call the contractor and EPA will schedule monthly status calls. These calls will be scheduled at a mutually agreed upon day and time each month for the duration of the project. The contractor will provide meeting notes for the kick-off call and each monthly conference call in electronic mail format to the monitoring project team.

TASK 2: Develop a Quality Assurance Project Plan (QAPP)

The information in this task order provides basic information for estimating costs for the project. The QAPP shall establish the sample collection locations, sample collection apparatus, sampling procedures, quality control checks, data management, and reporting which are consistent with requirements set forth in Ohio EPA's Surface Water Field Sampling Manual (for water quality parameters and flows)

([https://epa.ohio.gov/Portals/35/bioassess/SW%20Sampling%20Manual 2019 Update Main web.pdf](https://epa.ohio.gov/Portals/35/bioassess/SW%20Sampling%20Manual%202019%20Update%20Main%20web.pdf)) and Level 3 Credible Data requirements of Ohio Administrative Code 3745-4-06

(https://epa.ohio.gov/Portals/35/rules/4-06_feb18.pdf). If EPA task order contract representative

(TOCOR) or Ohio EPA provide written comments through the TOCOR on the QAPP the contractor shall make modifications to the QAPP in accordance with these comments within 5 business days of receipt of the comments. If necessary, a conference call shall be scheduled to discuss the comments. If a conference call is held the contractor shall make modifications to the QAPP within 5 business days of the conference call.

TASK 2 - QAPP Deliverables

Draft QAPP, Revisions, Final QAPP, and Quality Assurance Summary

If the TOCOR or Ohio EPA (through the TOCOR) provide written comments on the QAPP the contractor shall make modifications to the QAPP in accordance with these comments within 5 business days of receipt of the comments and provide a final QAPP by November 1, 2020. The contractor shall also provide quality assurance summary (QAR) describing how sampling, monitoring, and analysis were conducted in accordance with the QAPP and any problems, issues and necessary corrective measures are taken at the end of the project. The contractor shall submit the summary with the final monitoring report.

TASK 3: Sample Collection and Analysis

3.1 Water Sample Collection (12 Months)

The contractor shall collect samples and have them analyzed by a certified laboratory (which could include Ohio EPA's Division of Environmental Services Laboratory) in accordance with the Ohio EPA Field Sampling Manual, approved QAPP and EPA approved methods. The contractor shall collect samples from 25 wet weather events from three locations in the Lake Erie watersheds beginning June 1, 2021 through May 31, 2021 for 75 sampling events. The three locations will cover different land uses in the Ohio portion of the Lake Erie Basin.

Sampling parameters required for this project include flow monitoring, precipitation, total Kjeldahl nitrogen (TKN), nitrate and nitrite nitrogen (NO₂, NO₃), orthophosphate (OP), total phosphorus (TP), total suspended solids (TSS), total dissolved solids (TDS) and chloride concentrations.

More site specifics will be provided in the QAPP but in general the monitoring effort for the above specified parameters shall be as follows.

Frequency of Sampling

This TASK ORDER anticipates the collection of contaminant and blank samples during the period between June 1, 2021 through May 31, 2022.

The contractor shall collect up to 25 wet weather events during the sampling period which will cause significant run-off. The Lake Erie watersheds averages over 70 storm events.

Blanks:

The number of blanks that will be collected as required by Ohio EPA's Field Sampling Manual, and as documented in the QAPP. For the purpose of estimating the cost of field blanks, add 1 blank for every 10 samples collected (10%).

Task 3.2 Water Sample Collection (Additional 12 Month Option)

The contractor shall collect samples and have them analyzed by a certified laboratory (which could include Ohio EPA's Division of Environmental Services Laboratory) in accordance with the Ohio EPA Field Sampling Manual, approved QAPP and EPA approved methods. The contractor shall collect samples from 25 wet weather events from three locations in the Lake Erie watersheds beginning June 1, 2022 through May 31, 2022 for 75 sampling events. The three locations will cover different land uses in the Ohio portion of the Lake Erie Basin.

Sampling parameters required for this project include flow monitoring, precipitation, total Kjeldahl nitrogen (TKN), nitrate and nitrite nitrogen (NO₂, NO₃), orthophosphate (OP), total phosphorus (TP), total suspended solids (TSS), total dissolved solids (TDS) and chloride concentrations.

More site specifics will be provided in the QAPP but in general the monitoring effort for the above specified parameters shall be as follows.

Frequency of Sampling

This TASK ORDER anticipates the collection of contaminant and blank samples during the period between June 1, 2022 through May 31, 2023.

The contractor shall collect up to 25 wet weather events during the sampling period which will cause significant run-off. The Lake Erie watersheds averages over 70 storm events.

Blanks:

The number of blanks that will be collected as required by Ohio EPA's Field Sampling Manual, and as documented in the QAPP. For the purpose of estimating the cost of field blanks, add 1 blank for every 10 samples collected (10%).

TASK 4 - Deliverables for Sample Collection

4.1 Sampling Report (12 Months)

The contractor shall submit a sampling report for the 12 month period defined in Task 3.1 as a draft ~~final~~ report no later than October 28, 2022 for the first sampling year. The final report should include updates if any to the draft reports, if any, and summarize the project, sampling and monitoring efforts, lab analysis, quality assurance issues and how they were resolved, and sampling location maps. one electronic copy in Microsoft Word format, and one electronic copy in Adobe PDF, which is 508 compliant, shall be submitted to EPA. Electronic scans of sampling data sheets and field notes shall be included in the draft reports for the respective time period and may be transmitted with agreement from EPA and Ohio EPA. Electronic files containing any sampling data shall also be submitted.

Task 4.2 – Sampling Report Year 2 (If Task 3.2 is exercised)

The contractor shall submit a sampling report for the 12-month option period defined in Task 3.2 as a draft ~~final~~ report no later than October 28, 2023. The final report should include updates if any to the draft reports, if any, and summarize the project, sampling and monitoring efforts, lab analysis, quality assurance issues and how they were resolved, and sampling location maps. one electronic copy in Microsoft Word format, and one electronic copy in Adobe PDF, which is 508 compliant, shall be submitted to EPA. Electronic scans of sampling data sheets and field notes shall be included in the draft reports for the respective time period and may be transmitted with agreement from EPA and Ohio EPA. Electronic files containing any sampling data shall also be submitted.

TASK 5. – Final Project Report and other Deliverables (Option)

The contractor shall submit a sampling report for the project year(s) in a final report no later than six-months after the last sampling period. The final report should summarize the project, sampling and monitoring efforts, quality assurance report, and sampling location maps., One electronic copy in Microsoft Word format, and one electronic copy in Adobe PDF, both formats should be 508 compliant, and shall be submitted to TOCOR. Electronic scans of sampling data sheets and field notes shall be included in the final report and may be transmitted electronically with agreement from the TOCOR. This information may be included in appendices to the final report. Electronic files containing any sampling data shall also be submitted.

All information shall be finalized and included in appendices to the final report.

TASK 6: Monthly Conference Calls and Progress Reports

5.1 Conference Calls

The contractor shall schedule monthly conference calls as needed with EPA TOCOR and Ohio EPA. During these monthly conference calls, the contractor shall, at a minimum, provide an update on sampling efforts, identify problems or incidents which could delay completion of the monitoring efforts, and identify any deviations from the monitoring project plan or the QAPP. If

requested by EPA TOCOR, additional conference calls may be necessary. It is anticipated that calls will not be needed every month if no issues arise. The number of calls anticipated would be 24.

The contractor shall plan for two follow-up conference calls or meetings with EPA TOCOR and Ohio EPA after submission of the final report. These conference calls or meetings will be an opportunity for EPA TOCOR and Ohio EPA to discuss the final report. Any written comments provided by EPA TOCOR or Ohio EPA through the TOCOR on the final report shall be responded to within 5 business days of receipt of the comments.

Monthly phone calls with the monitoring team will provide the primary vehicle for identifying when these communications will occur, and the primary purpose and need for communications that occur outside of the presence of the EPA TOCOR. The Contractor may need to communicate with stakeholders and other entities of local, state and federal government to collect the necessary data and information to complete the tasks in this task order. For communications that occur outside of the presence of EPA TOCOR, the Contractor shall clearly identify to the EPA TOCOR, through an electronic mail and may add as a resource in a deliverable, when and with whom such technical communications were held. The Contractor at no time shall take any technical direction from anyone other than the EPA TOCOR.

5.2 Monthly Progress Reports

The Contractor shall write and submit monthly progress reports to the EPA TOCOR. Progress reports shall describe completed work during the invoice period and should link to charges described in invoice documentation. The monthly progress reports shall provide the following information:

- Contract and task order number, reporting period, and contact information;
- Progress made during the report period toward completion of deliverables, including those regarding quality assurance;
- Schedule showing completed and upcoming deliverables;
- Projected activity to be completed for the next reporting period;
- Project variances and outstanding issues problems and deviations from the approved Quality Assurance Project Plan, work schedules, impediments encountered, and budget issues.
- An update on sub-Contractor use; and
- Financial status including cost for the reporting period, cost by activity, accumulated costs to date.

5.3 Conference Calls (Additional 12 Month Period)

The contractor shall schedule monthly conference calls as needed with EPA TOCOR and Ohio EPA. During these monthly conference calls, the contractor shall, at a minimum, provide an update on sampling efforts, identify problems or incidents which could delay completion of the

monitoring efforts, and identify any deviations from the monitoring project plan or the QAPP. If requested by EPA TOCOR, additional conference calls may be necessary. It is anticipated that calls will not be needed every month if no issues arise. The number of calls anticipated would be 24.

The contractor shall plan for two follow-up conference calls or meetings with EPA TOCOR and Ohio EPA after submission of the final report. These conference calls or meetings will be an opportunity for EPA TOCOR and Ohio EPA to discuss the final report. Any written comments provided by EPA TOCOR or Ohio EPA through the TOCOR on the final report shall be responded to within 5 business days of receipt of the comments.

Monthly phone calls with the monitoring team will provide the primary vehicle for identifying when these communications will occur, and the primary purpose and need for communications that occur outside of the presence of the EPA TOCOR. The Contractor may need to communicate with stakeholders and other entities of local, state and federal government to collect the necessary data and information to complete the tasks in this task order. For communications that occur outside of the presence of EPA TOCOR, the Contractor shall clearly identify to the EPA TOCOR, through an electronic mail and may add as a resource in a deliverable, when and with whom such technical communications were held. The Contractor at no time shall take any technical direction from anyone other than the EPA TOCOR.

5.4 Monthly Progress Reports Conference Calls (Additional 12 Month Period)

The Contractor shall write and submit monthly progress reports to the EPA TOCOR. Progress reports shall describe completed work during the invoice period and should link to charges described in invoice documentation. The monthly progress reports shall provide the following information:

- Contract and task order number, reporting period, and contact information;
- Progress made during the report period toward completion of deliverables, including those regarding quality assurance;
- Schedule showing completed and upcoming deliverables;
- Projected activity to be completed for the next reporting period;
- Project variances and outstanding issues problems and deviations from the approved Quality Assurance Project Plan, work schedules, impediments encountered, and budget issues.
- An update on sub-Contractor use; and
- Financial status including cost for the reporting period, cost by activity, accumulated costs to date.

F. DELIVERABLES Summary

All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.

TASK	DELIVERABLE	NO. OF COPIES	DUE DATE	Time for Review
1.0	-Kick off Meeting -Schedule monthly status calls -Notes from Kick off call	Electronic	-10 days of the award of this task order -within 5 calendar days of call	EPA draft review within 5 calendar days from receipt
2.0	Draft QAPP	Electronic	No later than 15 Calendar days from award	EPA draft review within 15 calendar days from date of receipt
2.0	Final QAPP	Electronic	5 business days after EPA comments	EPA Final review within 10 calendar days from date of receipt
4.0	Draft 2022 Field Sampling Report	Electronic	No later than 820 Calendar Days from award	EPA draft review within 10 calendar days from date of receipt
5.0	Final 2022 Field Sampling Summary Report	Electronic	No later than 890 Calendar Days from award	EPA Final review within 15 calendar days from date of receipt
6.0	Monthly Meeting Notes	Electronic	3 business days after each meeting	EPA draft review within 10 calendar days from date of receipt
6.0	Monthly Activity Reports	Electronic	Within three (3) business days of submitting an invoice to EPA	EPA draft review within 10 calendar days from date of receipt

1. For each deliverable submitted electronically, the contractor shall submit electronic copies EPA TOCOR and project manager from Ohio EPA in a format that EPA and Ohio EPA can support. Deliverables shall be submitted through electronic mail, or through another method determined mutually acceptable by the contractor and EPA TOCOR and Ohio EPA.
2. It is anticipated that each deliverable will be submitted in draft by the initial due date unless otherwise noted in this TASK ORDER. EPA TOCOR, in consultation with Ohio EPA will review the draft deliverables and provide comments. The Contractor shall respond to these comments within ten (10) work days unless otherwise specified in this TASK ORDER or otherwise directed by EPA TOCOR. Initial response to comments can be through electronic mail. Deliverables shall be revised upon direction from EPA TOCOR within a time frame mutually agreed upon by EPA, Ohio EPA and the Contractor, but within at least three (3) workdays and no more than 30 work days. EPA TOCOR in consultation with Ohio EPA will determine whether a deliverable is in an approvable and/or acceptable form. The EPA's determination will be based on the Contractor's clarifications and/or revisions, including any necessary re- submittals. Written direction from the EPA TOCOR can be through electronic mail.
3. At the completion of the period of performance, or as requested throughout, the contractor shall provide electronic copies of all project files to EPA in CD-ROM or flash-drive format, or other acceptable electronic method agreed to by the TOCOR.

G. GOVERNMENT RESPONSIBILITIES

EPA has responsibility for reviewing and approving reports and final products generated under the contract within the time frames specified and for collating comments on deliverables received from the other members of the Ohio Urban Storm Water Sampling Team.

H. TRAVEL

All travel under this TASK ORDER shall be in compliance with contract requirements. See contract clause H.17.

I. CONTRACTOR IDENTIFICATION

Contractor personnel shall always identify themselves as Contractor employees by name and organization and physically display that information through an identification badge. Contractor personnel are prohibited from acting as the Agency's official representative.

Any questions raised by the public regarding EPA policy should be responded to by EPA representatives, not the contractor personnel. If EPA is not available to respond, the contractor shall provide the public with an appropriate agency contact.

J. VALIDATION OF TASK ORDER DELIVERABLES FOR SECTION 508 COMPLIANCE

The Contractor shall support the TOCOR in conducting a “Final Deliverable Validation” to ensure compliance with Section 508 and the Federal Acquisition Regulations (FAR) related to “electronic and information technology (EIT) deliverables”. The Contractor shall furnish certification, in writing, to the TOCOR that the Contractor has complied with EPAAR Clause 1552.211-79 “Compliance with EPA Policies for Information Resources Management” (Reference Contract Clause C-1), including the requirement that all electronic and information technology (EIT) deliverables be Section 508 compliant in accordance with the policies referenced at <http://www.epa.gov/accessibility/> Reference Contract Clause C-1 (c) and Attachment 1, Statement of Work (SOW), Section 2.5.3.4, 3.7, and 4.3.7.

K. NOTIFICATION OF COMPLETION OF TO DELIVERABLES

In the event that the TO reaches thirty (30) days prior to the end of the Period of Performance and the Contractor assesses that the deliverables, benchmarks or milestones will not be able to be completed, the Contractor shall immediately furnish written notification to the EPA TOCOR and the CO/CS.

L. CONTRACTOR EXPERIENCE REQUIREMENTS – KEY PERSONNEL

The following positions are considered "Key Personnel" in support of this contract initiative.

Monitoring Project Manager

Monitoring Project Manager, and/or Technical Field Leader, should demonstrate two examples of experience leading similar projects.

Monitoring Project Manager and/or Technical Field Leader shall verify that field personnel have received this training prior to participating in this Project Sampling.

All field sampling personnel are expected to have received current 40 hour health and safety training, as specified by contractor’s Health and Safety Plan.

Field sampling personnel should be versed in procedures (holding times, etc.) used to process and transport storm water samples, and as described in Published EPA Methods and the USGS National Field Manual for the Collection of Water-Quality Data.

Project Field personnel:

Demonstrate a clear understanding of project objectives and data quality criteria is necessary for to successfully participate in this on-going project.

Field sampling personnel should be experienced in techniques to successfully obtain without contaminating the storm water samples.

Field sampling personnel should have completed Health and Safety requirements as stated above.

M. SECURITY REQUIREMENTS:

No special security requirements are anticipated as part of this project.

N. DATA RIGHTS

EPA shall have unlimited rights to and ownership of all deliverables provided under this award, including reports, recommendations, briefings, work plans and all other deliverables including data acquired from the monitoring and analysis activities. This includes the deliverables provided under the basic award and any optional task deliverables exercised by the contracting officer. In addition, it includes any additional deliverables required by contract change. The definition of “unlimited rights” is contained in Federal Acquisition Regulation (FAR) 27.401, “Definitions.” FAR clause 52.227-14, “Rights in Data-General,” is hereby incorporated by reference and made a part of this contract/order.

O. SUPPORTING DOCUMENTS AND GUIDANCE

EPA Requirements for Quality Assurance Project Plans (QA/R-5). EPA/240/B-01/003. May 2006. (<http://www.epa.gov/quality/qs-docs/r5-final.pdf>)

“EPA Handbook for Developing Watershed Plans to Restore and Protect Our Waters,” EPA 841-B-08-002, March 2008. (http://water.epa.gov/polwaste/nps/handbook_index.cfm)

Data Quality Assessment: A Reviewer’s Guide (QA-G-9R). EPA/240/B-06/002. February 2006. (<http://www.epa.gov/QUALITY/qs-docs/g9r-final.pdf>)

“Guidance for Quality Assurance Project Plans for Modeling (QA/G-5M). EPA/240/R-02/007. December 2002. (<http://www.epa.gov/quality/qs-docs/g5m-final.pdf>)

Data Quality Assessment: Statistical Tools for Practitioners (QA/G-9S). EPA/240/B-06/003. February 2006. (<http://www.epa.gov/quality/qs-docs/g9s-final.pdf>)

For more information on data quality guidance, visit EPA’s website at www.epa.gov/quality/.

Guidance on Water-Quality-Based Decisions: The TMDL Process. EPA440-4-91-001. April 1991. (http://water.epa.gov/lawsregs/lawsguidance/cwa/tmdl/decisions_index.cfm)

Attachments:

1. Contract Level QASP

ATTACHMENT 2 QUALITY ASSURANCE SURVEILLANCE PLAN

“Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish, and Sediments, and of Microbial Pathogens in Surface Waters”

Purpose: The requirements performed under this contract are considered performance-based, focusing on the Agency’s desired results and outcomes. The contractor shall be responsible for determining the most effective means by which these requirements will be fulfilled. In order to fulfill the requirements, the contractor shall design innovative processes and systems that can deliver the required services in a manner that will best meet the Agency’s performance objectives. This performance-based requirement represents a challenge to the contractor to develop and apply innovative and efficient approaches for achieving results and meeting or exceeding the performance objectives, measures, and standards described below. The Contractor’s performance will be reflected in the positive or negative evaluation offered by the Agency in the Contractor Performance Evaluation (CPE) which is evaluated annually (per the “Contractor Performance Evaluation” clause in the contract). The TOCOR shall submit a complete annual review of the areas outlined in the Quality Assurance Surveillance Plan (QASP), included in the contract, which will then be utilized by the Contract Level Contracting Officer’s Representative (CL-COR) in preparing the overall evaluations submitted annually in response to the CPE requirements in the contract. The TOCOR for each individual task order will provide the review of the deliverables at the location specified in the identified task order.

General Management and Administration			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
Management and Communications: The Contractor shall maintain contact with the EPA Contracting Officer (CO), Contracting Officer’s Representative (COR), and Task Order COR (TOCOR) throughout performance of the contract and shall immediately bring potential problems to the attention of the appropriate EPA TOCOR. In cases where issues have a direct impact on project schedules and/or cost, the Contractor shall provide options for EPA’s consideration on resolving or mitigating the impacts.	Any issues that impact project schedules and/or cost shall be brought to the attention of the appropriate EPA TOCOR within 3 business days of occurrence.	100% of active task orders under the contract will be reviewed by the EPA TOCOR monthly (via Monthly Progress Report) to identify unreported issues. The EPA TOCOR will report any issues to the EPA COR, who will bring the issue(s) to the Contractor’s attention through the EPA CO.	Unsatisfactory rating under the category of Business Relations in the Contractors Performance Appraisal Review System (CPARS) if two or more incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards. Fewer than two incidents per contract period where the contractor does not meet the measurable performance standard will be considered satisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.
Timeliness: Services and deliverables shall be in accordance with schedules	During any period of performance, 90% of all submitted	100% of active task orders under the contract will be	Unsatisfactory rating under the category of Timeliness in the CPARS

stated in each task orders, unless amended or modified by an approved EPA action.	deliverables shall be submitted no later than one business day past the due date.	reviewed by the EPA TOCOR monthly (via Monthly Progress Report & milestones established for each deliverable) to compare actual delivery dates against the approved delivery dates. The EPA TOCOR will report any issues to the EPA COR, who will bring the issue(s) to the Contractor's attention through the EPA CO.	<p>when the Contractor does not meet the measurable performance standards during an applicable period of performance.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Timeliness if the contractor meets the measurable performance standards.</p>
<p>Cost Management and Control: The Contractor shall monitor, track and accurately report level-of-effort, labor cost, and other direct cost to EPA through progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate timekeeping.</p>	The Contractor shall manage costs to the level of the approved ceiling on the task orders. The Contractor shall notify the EPA TOCOR/COR when 75% of the approved funding ceiling for the work assignment is reached.	The EPA COR will routinely meet with the Contractor's Project Manager to discuss the work progress, and the contract and individual task order expenditures. The EPA COR shall review the Contractor's Monthly Progress Reports and request the TOCOR's verification of expenditures and technical progress before authorizing invoice payments.	<p>Unsatisfactory rating under the category of Cost Control in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measurable performance standards and accurately reports the costs in the progress reports according to the requirements in the "Reports of Work" attachment to the Contract.</p>
<p>Technical Effort: The analyses or products developed by the Contractor shall be factual, defensible, and based on sound science and engineering. All data shall be collected from reputable sources; quality assurance measures shall be conducted in accordance with contract and Agency requirements, and any additional requirements outlined in individual task orders or technical directives. Any work requiring the Contractor to provide options or recommendations shall</p>	All (100%) analyses conducted for EPA by the Contractor must be factual and based on sound science and engineering. All analyses and products (initial and final drafts) shall conform in format and content to requirements specified by the TOCOR in written	EPA will review all analyses conducted and products prepared by the Contractor and will independently consider their merit. EPA may opt to peer review analyses to further validate their merit.	<p>Unsatisfactory rating under the category of Quality of Product or Service in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance, even after review input and follow up discussion by Agency personnel.</p> <p>A satisfactory rating will be reported in the CPARS</p>

include the rationale used in selecting the option/recommendation and all other options and recommendations considered.	technical direction, and should meet the objectives stated in the task order. All initial draft documents shall be clearly written at a level appropriate to the targeted audience. All information shall be factual, technically sound, and accurate, with data sources identified.		Performance Evaluation System under the category of Quality of Product or Service if the contractor meets the measurable performance standards.
<p>Quality Assurance/Quality Control (QA/QC): The Contractor shall comply with the quality assurance requirements specified in <i>EPA Requirements for Quality Assurance Project Plans</i> (http://www.epa.gov/quality/qs-docs/r5-final.pdf) and as required by the EPA TOCOR. The Contractor shall assign appropriately leveled and skilled technical and quality assurance personnel to develop a Quality Assurance Project Plan (QAPP) for all tasks requiring collection or use of environmental data.</p> <p>The QAPP shall be developed in consultation with the EPA TOCOR, and fully approved by the appropriate EPA personnel, before initiation of activities involving environmental data collection or use.</p> <p>Any change in the planned environmental data activities that become necessary during the course of the project shall be fully documented in approved revised versions of the QAPP prior to their implementation.</p>	<p>The Contractor shall notify the EPA TOCOR of any issues that impact project quality within 3 business days of occurrence.</p> <p>The Contractor shall notify the EPA TOCOR and COR within 5 business days of occurrence of any requests to collect or use environmental data without an EPA-approved QAPP.</p> <p>The Contractor shall document all QA/QC activities, including compliance with the quality objectives specified in the QAPP, in Monthly Progress Reports.</p>	100% of active task orders under the contract will be reviewed by the EPA TOCOR monthly (via Monthly Progress Report) to assess contractor compliance with the approved QAPP, and to identify unreported issues related to project quality and requests to collect or use environmental data without an EPA-approved QAPP. The EPA TOCOR will report any issues to the EPA QAO and COR, who will bring the issue(s) to the Contractor's attention through the EPA CO for immediate resolution.	<p>Unsatisfactory rating under the category of Quality Assurance/Quality Control in the CPARS if more than three incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Quality Assurance/Quality Control if the contractor meets the measurable performance standards.</p>